

RESOLUTION NO. _____, SERIES 2008

A RESOLUTION PURSUANT TO THE CAPITAL AND OPERATING BUDGET ORDINANCES, APPROVING THE APPROPRIATION TO FUND THE FOLLOWING NONCOMPETITIVELY NEGOTIATED RENEWAL CONTRACT - (BOOK WHOLESALERS, INC. - \$500,000.00).

Sponsored By: _____

BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

SECTION I: The following appropriation for the listed contract is hereby approved:

LIBRARY

\$500,000.00 for a noncompetitively negotiated renewal contract with Book Wholesalers, Inc. for the supply of books and other library materials from November 15, 2008 through November 14, 2009.

SECTION II: This Resolution shall take effect upon its passage and approval.

Kathleen J. Herron
Metro Council Clerk

Jim King
President of the Council

Jerry E. Abramson
Mayor

Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney

BY: _____

Library - Contract with Book Wholsalers Inc for Books and Library Materials Fiscal Year 2008-2009 Resolution Only 102808 [pr]
G: Resolution Book Wholesalers Draft-1 pr/ROC/acb10.28.08

CONTRACT DATA SHEETPSC Type (check one): ☒ New ☐ Renewal ☐ Addendum**Contractor Information**

1. Legal Name of Contractor: BOOK WHOLESALERS, INC
2. Address: 1340 RIDGEVIEW DRIVE
3. City/ State & Zip: MCHENRY, IL 60050
4. Contact Person Name & Telephone Number: CRAIG SEEGER (800)888-4478
5. Revenue Commission Taxpayer ID#:
6. If registration is not required please explain: OUT OF STATE
7. Is account in good standing:
8. Federal Tax ID # (SSN if sole proprietor):

Department Information

9. Requesting Department: LIBRARY
10. Contact Person Name & Telephone: MELANIE LILLY 574-1845
~~YOLANDA M HOLOQUIN 574-1638~~

Contract Information

11. Not to exceed amount: \$500,000.00
12. Are expenses reimbursed? NO
13. If yes list allowable expenses and maximum amount reimbursable:
14. Beginning and ending date of the contract: 11/15/08- 11/14/09
15. Coding: 1101- 730- 5922- 591270- 531612
16. Scope & Purpose of the contract: BOOKS AND MATERIALS

AuthorizationsCRS County Attorney Review - Approved as to Form:Department Director: Craig ButtrickDate: 10/28/08

Signature certifies:

- ☒ Funds are available
- ☒ Contractor is registered and in good standing with the Revenue Commission
- ☒ Human Relations Commission registration requirements have been met

 Risk Management Division of Finance - Certifies Insurance requirements satisfied:

WRITTEN FINDINGS**EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC**

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation for PSC Contract # _____. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

_____ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **** Mayors Approval required for emergency purchases exceeding \$10,000.**

_____ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

_____ C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

_____ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

_____ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

_____ F. The contract is for proprietary items for resale.

_____ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

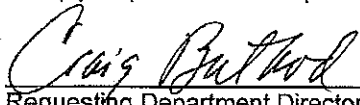
_____ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

_____ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

 X J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

_____ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

_____ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.


Requesting Department Director

10/28/08
Date

**Mayor

Date

****Signature is required only for Written Finding A**

AGREEMENT

THIS CONTRACT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **LOUISVILLE FREE PUBLIC LIBRARY** herein referred to as **"METRO GOVERNMENT"**, and **BOOK WHOLESALERS, INC.**, with offices located at 1340 Ridgeview Drive , McHenry, Illinois 60050, herein referred to as **"CONTRACTOR"**,

WITNESSETH:

WHEREAS, the Metro Government requires a source for the supply of books and other library materials; and

WHEREAS, the Metro Government let a Request for Proposals for the purchase of such goods and Contractor submitted a responsive and responsible offer to supply them; and

WHEREAS, the Contractor has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those supplies,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF SERVICES

A. The Contractor shall perform the services described in Attachment A attached hereto and fully incorporated herein. Attachment A consists of Request for Proposal ("RFP") Number 1713 published by the Metro Government on October 6, 2008 and Contractor's response to that RFP ("Response"). In the event of a conflict between this Agreement and the RFP or the Response, this Agreement shall govern. In the event of a conflict between the RFP and the Response, the RFP shall govern.

II. FEES AND COMPENSATION

A. Contractor shall be reimbursed as described in Attachment A. Total compensation payable to Contractor shall not exceed **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)**. This Agreement has no guarantee for a minimum number of orders.

III. DURATION

A. This Agreement shall begin November 15, 2008 and shall continue through and including November 14, 2009.

B. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Consultant of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

IV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

V. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

VI. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

VII. COUNTERPARTS

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

APPROVED AS TO FORM AND
LEGALITY:


MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

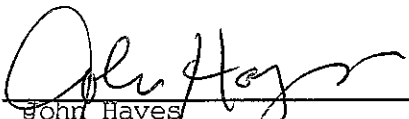
LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT


CRAIG BUTHOD, DIRECTOR
LOUISVILLE FREE PUBLIC LIBRARY

Date: 10/27/08

Date: 12/8/08

BOOK WHOLESALERS, INC.

By: 
John Hayes

Title: Vice President of Sales

Date: November 04, 2008

Taxpayer Identification No.
(TIN): _____

Louisville/Jefferson County
Revenue Commission Account
No.: _____

Library - Contract with Book Wholsalers Inc for Books and Library Materials Fiscal Year 2008-2009 102808 -
[pr]

ATTACHMENT A

Original

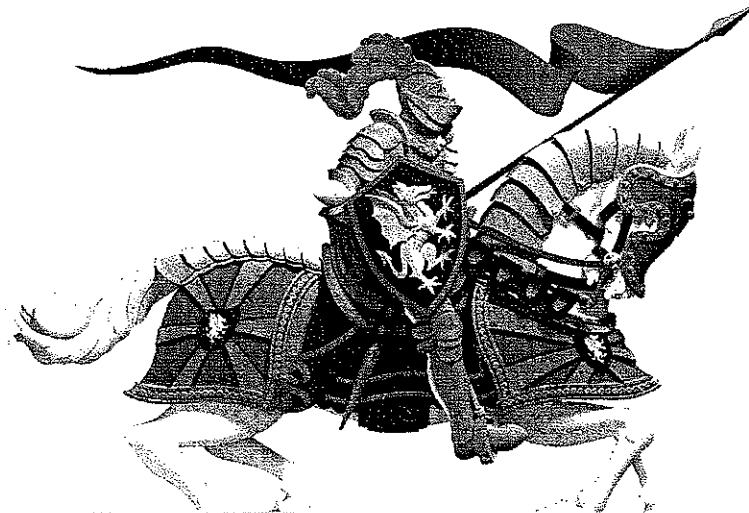
Public Library Specialists



A FOLLETT CORPORATION COMPANY

Lending Materials Vendor Proposal For
**Louisville Free
Public Library**

Due: October 21, 2008



Always At Your Service

BWI • 1340 Ridgeview Drive • McHenry, Illinois 60050
P: 800.888.4478 F: 800-888-6319 • www.titletales.com

Public Library Specialists



A FOLLETT CORPORATION COMPANY

1340 Ridgeview Drive
McHenry, Illinois 60050

Phone: 800.888.4478
Fax: 800.888.6319

customerservice@bwibooks.com
www.bwibooks.com

Books & Audiovisual

October 17, 2008

Director of Purchasing
Department of Finance – Division of Purchasing
611 West Jefferson Street
Mezzanine Level
Louisville, KY 40202

Materials Vendor Proposal

Due: October 21, 2008

Dear Sir or Madame:

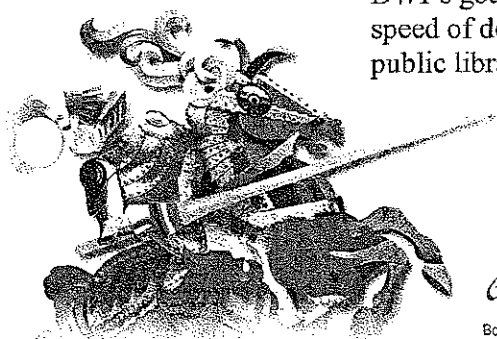
Book Wholesalers, Inc. (BWI) is pleased to provide the Louisville Free Public Library with this Lending Materials Vendor Proposal for the period 2009-2011. As you read through our proposal, we hope that you will keep in mind that unlike other companies, BWI's only focus is public libraries. This means that we are uniquely qualified to meet your requirements.

BWI's goal is to be your trusted partner in educating and entertaining the children, teens and adults of your community. We provide the highest quality books, audiovisual materials, value-added services, and personal assistance you need to make the Louisville Free Public Library the epicenter of your community.

We make it our mission to stay on top of industry trends, so you can always find all the latest books and audiovisual materials you need. When you order from BWI, you'll have the materials your patrons want before they even ask for them.

As a BWI customer, you'll enjoy unlimited access to our website, www.titletails.com, where you'll find the professional level of collection development and acquisition support you require. In addition, BWI offers a full range of value-added Legendary Library Services including collection development plans and assistance, project management support, focused bibliographies, online ordering, customized cataloging, individualized processing, and more.

BWI's goal is to exceed customer expectations for accuracy of service and speed of delivery. With over 20 years of experience in fulfilling the needs of public libraries throughout the United States, we are confident that we can



Champions of Service

Book Wholesalers, Inc. • A Follett Corporation Company

Public Library Specialists



A FOLLETT CORPORATION COMPANY

1340 Ridgeview Drive
McHenry, Illinois 60050

Phone: 800.888.4478
Fax: 800.888.6319

customerservice@bwibooks.com
www.bwibooks.com

Books & Audiovisual

Request For Proposal: For Lending Materials Contract
Request For Proposal Number: 1713
Request For Proposal Due: October 21, 2008 by 3:00 PM

perform to your satisfaction. At BWI our commitment to our customers is that we will supply you with the products you need when you need them and customize them the way you want them.

If you find that you require additional information or have any questions after reviewing our proposal, please contact your local BWI Regional Account Manager, Marie Robertson, at 800.888.4478 ext. 6241.

Sincerely,

A handwritten signature in cursive script, appearing to read "Craig Seeger".

Craig Seeger
Director of National Sales



Champions of Service

Book Wholesalers, Inc. • A Follett Corporation Company



Request For Proposal

Louisville/Jefferson Co Metro Government

Page: 1 of 7
09-OCT-2008 10:22

Bid Number: 1713

Revision: 0
Date: 06-OCT-08

Sealed bids will be received until 3:00 PM and publicly opened and all bid prices read aloud at that hour on date specified and under following conditions:

Bids received after 3:00 PM on Reply By Date will not be opened.

Bids must be signed by individuals or firms making bid. Samples to be submitted if requested. The right is reserved to select the lowest and best bid, also to reject any or all bids or any part thereof.

On proposals amounting to \$2000.00 or over, successful bidder may be required to execute and give performance bond for full amount of same by a Surety Company authorized to do business in the Commonwealth of Kentucky before order is issued.

All items quoted are considered F.O.B. Delivered, unless otherwise stated.

Mark envelope with Bid Number, Reply By Date
and Address to:

Department of Finance - Division of Purchasing
611 West Jefferson Street
Mezzanine Level
Louisville, KY 40202

Reply By: 21-OCT-08

Description

- 1 A Request for Proposals for the Louisville Free Public Library Lending Materials Contract, per the attached specifications.

There will be NO Pre-bid Conference scheduled for this project.

DELIVERY TIME: 20-30 days ARO
(# of days A.R.O.)

We guarantee all the above named goods to be first-class and equal in every particular to above specification. Delivery to be made immediately on advice of acceptance unless otherwise specified.

UNSIGNED BIDS WILL NOT BE CONSIDERED

FIRM NAME: Book Wholesalers, Inc.

OFFICIAL'S SIGNATURE:

ADDRESS: 1340 Ridgeview Drive
McHenry, IL 60050

PHONE: 800-888-4478

DATE: 10/17/08



Request For Proposal

Louisville/Jefferson Co Metro Government

Page: 2 of 7
09-OCT-2008 10:22
Bid#: 1713

Standard Text

Please submit all factory literature and supporting documentation with each submitted copy of your Bid/RFP.

If you have any questions concerning the Purchasing Requirements of this solicitation please call Senora Ford at (502) 574-5767.

Any inquiries on this Bid/RFP after the opening date shall be addressed in writing to:

Director of Purchasing
Department of Finance - Division of Purchasing
611 West Jefferson Street - Mezzanine Level
Louisville, KY 40202

The Successful Bidder will be required to furnish insurance coverage as stated in the specifications.

SUBMIT BIDS WITH A COMPLETE ORIGINAL (please mark original) AND TWO COPIES. Both copies should be complete copies of your original bid. Failure to submit ALL forms and information required in specifications may be reason for disqualification.

STANDARD TEXT

Please indicate your Louisville/Jefferson County Metro Government Revenue Commission Number N/A and your Federal Tax Identification Number 34-4146338. If you are a Metro Government vendor or you are doing business in Metro Louisville, you should already be registered with the Revenue Commission and have all of your required taxes paid. If you become the successful vendor, you must be properly registered with the Revenue Commission and have all of your required taxes paid prior to the award of this contract. For further information please call Lisa Finegan of the Revenue Commission at (502) 574-4860.

Ordinance #214, Series 2005, concerning the requirement for an Affirmative Action Plan for contractors and vendors doing business with Louisville/Jefferson County Metro Government, shall apply to this Notice for Bids. Any questions concerning the ordinance should be directed to the Human Relations Commission at (502) 574-3631.

All parties hereto acknowledge any agreement is subject to Metro Government Ordinances, relating to the requirement of an affirmative action plan or other equal employment criteria for contractors and vendors to do business with the Metro Government. Failure to comply with the terms of said ordinances will be cause for suspension, termination or cancellation of any agreement.

All prices quoted are to be F.O.B. Delivered to Destination.

BID PRICES ARE TO BE FIRM FOR A MINIMUM OF Ninty (90) DAYS FROM BID/RFP OPENING DATE

Please include your FAX number 800-888-6319.

Time discounts or cash discounts shall not be considered in award evaluation. Delivery time may be an evaluation factor in award of the Invitation for Bid/Price Inquiry/Proposal.

Metro Government is not responsible for any cost incurred by bidders/proposers in the preparation of bids/proposals.

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

a. He, or any member of his immediate family has a financial interest therein; or
b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
c. Any other person, business or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation, of any purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier

subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

The mentioned manufacturer's names and model numbers are used only to indicate type and quality of merchandise needed and are in no way intended to limit bidding

Assignment of Contract: The bidder shall not assign or subcontract any portion of the contract without the express written consent of the Louisville/Jefferson County Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that the Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of the Metro Government.

Payment Terms will be Net 30. Metro Government does not pay late fees or finance charges.

Submitted bids shall be for a firm, fixed price.

If the successful vendor agrees to extend the pricing for a twelve (12) month period additional items may be purchased from this bid by issuing a separate purchase order. The bid specifications must be met.

Inquiries on this Bid/RFP after the opening date shall be directed in writing to:

Director of Purchasing
Department of Finance - Division of Purchasing
611 West Jefferson Street - Mezzanine Level
Louisville, KY 40202

Louisville/Jefferson Co Metro Government CONDITIONS

1. Unless otherwise stated in the specifications, no bidder will be permitted to withdraw their bid until sixty calendar days after the opening date of this proposal.
2. Where this invitation covers two or more items for which unit prices are quoted, the Metro Government reserves the right to accept or reject any portion of the bid and to award purchase orders to the Metro Government's best advantage.
3. Prices quoted are to be exclusive of the State and Federal Excise Tax from which the Metro Government are exempt.
4. Explanation: Should a prospective bidder find discrepancy in or omissions from the specifications, or be in doubt as to their meanings, he/she shall at once notify the Metro Purchasing Director who shall send written instructions to all prospective bidders. The Metro Government will not be responsible for any oral instructions.
5. All commodities furnished are subject to inspection at the point of delivery by a representative of the Metro Government. All rejected supplies will be returned at vendor's expense.
6. By signature on the face of this bid the bidder expressly states that no fee/attorney's fee, commission, allowance, gratuity, reward, gift, promise or compensation of any kind has been made or paid or will be made or paid in connections with this transaction or any matters arising out of or pertaining to same.
7. The Bidder is requested to show both unit prices and lot prices. In the event of any error the unit price Bid shall prevail.
8. The Metro Purchasing Director reserves the right to waive any formality and/or technicality in any Bid if such waiver is to the Metro Government's advantage.
9. Bids shall be submitted on the forms provided and must be signed by the bidder or an authorized representative. Any corrections to entries made on bid forms should be initiated by the person signing the bid.
10. Bids must be submitted as directed in the Invitation for Bids.
11. Bids shall be submitted prior to the time fixed in the Invitation for Bids.
12. If more than one bid is offered on the same item by one party, or by any person or persons representing a party, all such bids shall be rejected.
13. The owner reserves the right to reject any and all bids.
14. The bidder to whom award is made may enter into a written contract with the Metro Government within the time specified in the Invitation. All insurance requirements including performance and payment bonds shall be furnished the time of signing the formal agreement.
15. The contractor agrees that in the performance of this agreement with the Metro Government, he/she will not discriminate against any workers because of race, creed, color, religion, national origin, handicap or sex and will comply with all applicable Federal, State or local laws and regulation prohibiting such discrimination. The aforesaid provision shall include, but not be limited to the following: Employment and upgrading, demolition or transfer, recruitment and recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training including apprenticeship. The contractor agrees to post

thereafter in conspicuous places, available for employees and all applicants for employment, notices setting forth the provisions of the above non-discrimination clause. The contractor further agrees to insert the foregoing provision in all sub-contracts hereunder.

16. PATENT INFRINGEMENT - The supplier/contractor must indemnify the Metro Purchasing Department against all damages and expenses resulting from patent infringement.

LIVING WAGE PREFERENCE

Ordinance 91, Series 2003 establishes a preference for businesses, which provide their employees a minimum wage equal to or exceeding the minimum wage set forth in Section I of the ordinance as of July 1, 2003. That amount is currently \$9.00/hour for all full time employees.

If supplies or services are to be purchased by competitive sealed bidding, or by competitive negotiation, and the supplies or services are available from a minimum wage business, the bid price or cost quoted by each minimum wage business shall be reduced by 5% for the purpose of determining the lowest bid price; however nothing in the ordinance prohibits the awarding of contracts by Metro Government on the basis of evaluated bid price.

In order to qualify for the 5% preference under Section II of the ordinance, if a contract is for services, and a bidder or offeror uses subcontractors to perform all or part of the work required under the contract, the bidder or offeror shall not subcontract more than 20% of the work to non-minimum wage businesses unless such services are not available from minimum wage businesses.

If a business holds itself out as a minimum wage business by indicating so below, and is subsequently awarded a contract, then it is later discovered that such information was falsely provided, such business will be liable to the Metro Government equal to 30% of the amount of the contract awarded.

If a minimum wage business is awarded a contract under this ordinance, then such business shall post a sign of the applicable minimum wage rate set forth in this ordinance in a conspicuous place and manner so as to inform employees and the public alike that such business pays its employees wages at least commensurate with the applicable minimum wage rate established by this ordinance.

If you meet the requirements of this ordinance and wish to claim certification as a minimum wage business for this bid please sign in the space below.

I certify that my business meets the requirements of Ordinance 91, Series 2003 and wish to be certified as a minimum wage business for this bid. (This page shall be included with bid submission)

Company Name Not Applicable for BWI
Authorized Official(Print) _____
Signature of Authorized Official _____
Title _____
Date _____

NOT APPLICABLE FOR BWI

LOCAL VENDOR PREFERENCE APPLICATION

To qualify for local vendor preference a business must:

- Have been established in the Louisville Metropolitan Statistical Area, as defined by the United States Census Bureau (MSA) for twelve (12) months and have an up to date local tax identification number on the date of the bid opening.
- Have its headquarters located in the Louisville MSA, or have a branch office currently located in the Louisville MSA for at least seven (7) years prior to the bid date.
- The city or county which the business is located in must have a reciprocal ordinance which recognizes businesses located in the Louisville MSA as a local business for the purpose of a procurement preference. A copy of the reciprocal ordinance shall be included with your bid.
- Utilizes local businesses to furnish at least 75% of the services under a contract unless such services are not available locally.
- Submit this completed form with your submitted bid. Incomplete applications or applications submitted after the bid opening will not be considered.

If you meet the above criteria and wish to apply for Local Vendor Preference on this bid please fill out the information at the bottom of this page. Incomplete applications will not be considered. The preference you will receive is 5% of your bid total or 5 points added to your evaluated bid total.

If a vendor is deemed a local vendor for the purposes of this preference, on the basis of false information the vendor will be subjected to a fine equal to 25% of the contract price.

Any vendor who is denied local business status may petition the Director of Purchasing within 5 days of the denial. The petition shall outline the reasons why the local vendor status should be awarded. The Director of Purchasing will set a hearing for the petition. The decision of the Director will be final.

Any vendor may challenge in writing within three (3) business days following the day of in which a contract is awarded for a project the grant of a local vendor preference to another vendor. The challenge shall outline why the local vendor preference should not have been awarded. A hearing will be set by the Director of Purchasing who will hear the challenge and render a decision. The decision of the Director will be final.

You may request a complete copy of this Ordinance from the Louisville-Jefferson County Metro Purchasing Department.

Company: _____

Address: Street _____

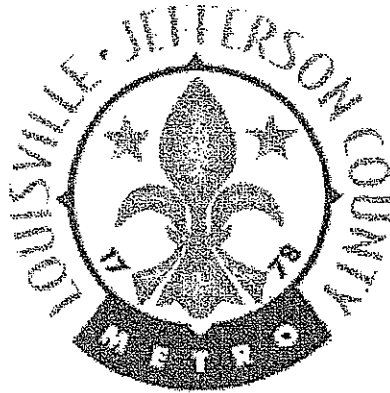
City _____ County _____ State _____ Zip _____

Revenue Commission Number: _____

Official: _____

Signature: _____ Date: _____

10/9/2008



Louisville
Metro Government

Louisville Free Public Library

Request for Proposal Number 1713

10/9/2008

TABLE OF CONTENTS

REQUEST FOR PROPOSALS

- I. Invitation and Instructions to Proposers**
- II. General Provisions**
- III. Hold Harmless Agreement**
- IV. General Specifications**

SECTION I

INVITATION AND INSTRUCTION TO PROPOSERS

1.0 Invitation: Louisville Metro Government ("Metro Government") is now accepting proposals for **Louisville Free Public Library Lending Materials**. The process of accepting proposals and choosing the successful proposer shall be by sealed proposals. The process of accepting proposals and choosing the successful proposer shall be by sealed proposals using the competitive negotiation process under KRS 45A.370.

Metro Government finds that a purchase through competitive negotiation is necessary because:
(check one of the reasons below)

- ☒ (a) Specifications cannot be made sufficiently specific to permit an award on the basis of either the lowest bid price or the lowest evaluated bid price.
- ☐ (b) Sealed bidding is inappropriate because the available sources of supply are limited.
- ☐ (c) Sealed bidding is inappropriate because the time and place of the performance cannot be determined in advance.
- ☐ (d) Sealed bidding is inappropriate because the price is regulated by law.
- ☐ (e) Sealed bidding is inappropriate because a fixed price contract is not applicable.
- ☐ (f) The bid prices received through sealed bidding are unresponsive or unreasonable as to all or part of the bid requirements; each responder shall be notified of the intention to negotiate and shall be given a reasonable opportunity to negotiate, and the negotiated price shall be lower the lowest rejected bid by any responsible bidder.

Written or oral discussions shall be conducted with all responsible offerors who submit proposals determined in writing to be reasonably susceptible of being selected for award, except as otherwise provided by law. Where it can clearly be demonstrated and documented from the existence of adequate competition or accurate prior cost experience with the particular supply, service or construction item an award may be made on the basis of the original submitted proposals. Sealed proposals will be received at the office of Louisville Metro Government Department of Finance – Division of Purchasing until 3:00 PM October 21, 2008, 611 West Jefferson Street, Mezzanine Level, Louisville Kentucky, 40202. Prices for any proposed item shall not be contingent upon the purchase of any other proposed item included within this bid.

Proposals received after the 3pm deadline on **October 21, 2008**, will be unopened.

Proposer Questions and Inquiries: Proposers questions and inquiries on the specifications of this RFP shall be directed to:

Melanie Lilly, Asst. Director
Louisville Free Public Library
301 York Street
Louisville, KY 40203
Phone: 502-574-1845
Fax: 502-574-1666
Email: Melanie.Lilly@lfpl.org

Any information provided is not official unless reduced to writing by the Metro Purchasing Department. Any unauthorized contact with any other city official or employee in connection

with this RFP is prohibited and shall be cause for disqualification of the Proposer. No questions or inquiries will be allowed beyond the pre-proposal conference (if one is scheduled) date as stated in the cover letter.

Careful attention must be paid to all requested items contained in this Request for Proposal (RFP). Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read the entire package before bidding. Proposers shall make the necessary entry in all blanks provided for the responses. The submitted proposal shall be firm for an acceptance period of ninety (90) days from the date of the RFP opening.

Proposals submitted shall be for a firm, fixed price unless stated otherwise in the specifications.

The entire set of documents constitutes the RFP. The proposer must respond in total and in the same numerical order in which the RFP was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed. All notes, exceptions, and comments shall be made in ink or be typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person signing the bid. All proposals shall be returned in a sealed envelope with RFP number and opening date stated on the outside of the envelope.

By submitting a Proposal, the proposer acknowledges and agrees to be bound by the terms and conditions of the solicitation. This RFP document including all terms, conditions and specifications contained herein shall become the contract if Metro Government awards the Proposal to the proposer hereunder unless otherwise agreed to in writing by the Metro Government. It is further agreed between the parties, that any change of the contractual agreement must be formalized by issuance of a written modification from the Purchasing Department. Purchase or sales agreements, supplied by the proposer, making an offer in reply to this solicitation will not be accepted.

In the event a conflict exists between sections of this RFP, such conflict shall be brought to the attention of the Purchasing Department in writing for resolution.

Unless contractually provided, Metro Government agencies utilizing these contracts will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a delivery order resulting from these contracts. Any such documents so obtained will not be binding on the Metro Government or its agents and shall be cause for termination of the contract by the Metro Government.

As allowed by the Metro Government Finance Manual, Purchasing Policies, Section III, A, 3, multiple contracts may be issued and those contracts, if any, shall be ranked. A secondary or lower ranking contract may be used if the primary contractor is unable to perform. However, the primary contractor shall be given the first opportunity to provide the services required. Contracts shall be utilized in the order stated in the award.

- 1.1 Proposal Opening: Sealed proposals will be accepted in accordance with the instructions detailed in section 1.0. The opening is open to the public. The Proposer shall file all documents necessary to support its proposal and include them with its proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time for receipt of proposals.

Please disregard any reference in the RFP to this being a "bid". This is a Request for Proposals.

SECTION II

GENERAL PROVISIONS

- 2.1 Each Bidder shall comply with all Federal, State & Local regulations concerning this type of Service or good.
- The Bidder agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et seq.*, as amended, and KRS Chapter 338. The Bidder also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. Bidder agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.
- 2.2 Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
- 2.3 Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
- 2.5 Proposal Reservations: Metro Government reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. Metro Government may consider any alternative proposal that meets its basic needs.
- 2.6 Liability: Metro Government is not responsible for any cost incurred by a proposer in the preparation of proposals.
- 2.7 Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by Metro Government prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
- 2.8.1 Clarification of Submittal: Metro Government reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Proposer.
- 2.10 Bribery Clause: By his/her signature on the bid, Proposer certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the Metro Government.

- 2.11 Additional Information: While not necessary, the Proposer may include any product brochures, software documentation, sample reports, or other documentation that may assist Metro Government in better understanding and evaluating the proposer's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal.
- 2.12 Ambiguity, Conflict or other Errors in RFP: If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, they shall immediately notify Metro Government of such error in writing and request modification or clarification of the document.
- 2.13 Agreement to Bid Terms: In submitting this proposal, the proposer agrees that proposer has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Proposer shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to proposer shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
- 2.14.1 Cancellation: If the services to be performed hereunder by the proposer are not performed in an acceptable manner to the Metro Government, the Metro Government may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the Metro Government, and the Metro Government may rescind the cancellation if such action is in Metro Government's best interest.

A. Termination for Cause

- (1) Metro Government may terminate a contract because of the contractor's failure to perform its contractual duties.
- (2) If a contractor is determined to be in default, Metro Government shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. Metro Government may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;

- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of Metro Government or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the Metro Government may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the Metro Government provided those goods or services were provided in a manner acceptable to the Metro Government. Payment for those goods and services shall not be unreasonably withheld.

- 2.15 **Assignment of Contract:** The Proposer shall not assign or subcontract any portion of the Contract without the express written consent of Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of Metro Government.
- 2.16 **No Waiver:** No failure or delay by Metro Government in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by Metro Government in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of Metro Government hereunder or shall operate as a waiver thereof.
- 2.17 **Authority to do Business:** The proposer must be a duly organized and authorized to do business under the laws of Kentucky. Proposer must be in good standing and have full legal capacity to provide the services specified under this Contract. The Proposer must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Proposer to enter into this Contract. The proposer will provide Metro Government with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the proposer.
- 2.18 **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
- 2.19 **Ability to Meet Obligations:** Proposer affirmatively states that there are no actions, suits or proceedings of any kind pending against proposer or, to the knowledge of the proposer, threatened against proposer before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of proposer to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The contractor shall reveal any final determination of a violation by the contractor or subcontractor with the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor. The contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 the apply to the contractor or subcontractor for the duration of the contract.

**RFP
SUBMITTED BY:**

By signing below you are agreeing to all Louisville Metro Government Terms & Conditions that are a part of this Request for Proposals.

Include this page in your response to this RFP

Firm: Book Wholesalers, Inc.

By: Craig Seeger

Title: Director of National Sales

E-Mail Address: cseeger@bwibooks.com

Address: 1340 Ridgeview Drive
McHenry, IL 60050

Telephone: 800-888-4478

Fax: 800-888-6319

Date: 10/17/08

Louisville/Jefferson County Metro
Revenue Commission Number: N/A

Federal ID Number: 36-4146338

**Please include a copy of your W-9 with your submitted proposal.
You cannot be awarded a contract until this is submitted.**

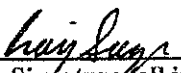
I acknowledge receipt of the following Addendum:

Addendum #1: _____

Addendum #2: _____

Addendum #3: _____

Any Additional Addendum (list all numbers): _____


Vendor's Signature (all items above have been read and completed)

SECTION III.

HOLD HARMLESS AGREEMENT AND INDEMNIFICATION CLAUSE AND INSURANCE REQUIREMENTS

Hold Harmless and Indemnification Clause

The Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

No insurance will be required.

SECTION. IV. GENERAL SPECIFICATIONS

LOUISVILLE FREE PUBLIC LIBRARY LENDING MATERIALS CONTRACT

INTRODUCTION

The Louisville Free Public Library consists of a main library, 16 branches, and three bookmobiles. A new 5,000 square foot branch library is scheduled for a summer 2009 opening.

Lending Materials are purchased each fiscal year (July 1 – June 30) to meet major goals of the Library's strategic plan: Service to Children and Youth, Support for Traditional Readers, Support for Workforce Learning and Development of the Library As A Cultural Institution.

CONTRACT REQUIREMENTS

Experience

Vendor shall demonstrate extensive successful experience supplying any or all of the following to libraries of comparable size and income:

- Adult hardcover, trade and/or mass market paperback books
- Children's and teen's hardcover, trade and/or paperback books
- Serial monographs
- Adult educational, instructional, and/or entertainment DVDs
- Children's and teen's educational, instructional, and/or entertainment DVDs
- Adult audiobooks on CD
- Children's and teen's audiobooks on CD
- Adult music on CD
- Children's music on CD

References

Vendor shall provide a list of at least three public libraries, of comparable size, to which vendor is currently providing service. Include the names, addresses, and phone numbers of library staff we may contact.

Personnel and Services

Vendor shall assign a specific representative to service the Library's accounts who has the ability and authority to respond to problems with orders, deliveries, claims, invoices, credits, cancellations, and rush orders.

Additional personnel shall be assigned to assist the Manager of Collection Services with special projects such as building special and or new lending collections and providing supplementary services such as cataloging and processing of lending materials.

A contact person shall be available to the Acquisitions Supervisor to respond to problems with vendor-supplied processing.

All personnel specified above shall be available by toll-free telephone and fax and e-mail.

Inventory

Please describe the size of your inventory as follows; and if the Library's orders will be shipped primarily from only one warehouse, indicate the inventory figures of that one location as well.

- Quantity of titles for each format
- Total quantity of copies: If inventory is stocked in multiple warehouses, are orders automatically cascaded? If not, is this service available upon request?

Types of Materials to be Supplied

Vendor shall be able to supply some or all of the adult and juvenile materials as described under Experience above.

Based on the Library's projected funds, give average discount for each material type supplied.

Vendor-Supplied Processing

Please indicate if vendor-supplied processing and/or cataloging can be provided.

Multiple Account Numbers

Vendor shall accept multiple account numbers for Library and invoice separately.

Placement of Orders

It is preferred that the vendor support the EDI X12 version 4010 standard compatible with the Polaris system for electronic ordering, receiving and invoicing at no extra cost.

Vendor shall accept orders online, via toll-free telephone and/or fax. All three options must be available. Immediate confirmation must be available indicating status of each item such as: in stock and being shipped, order direct, back-ordered, not yet published, etc.

Status/Cancellation Reports

Cumulative status/cancellation reports shall be sent via email at least monthly or be viewable on the vendor's website.

Invoices

In addition to the EDI invoice, one copy of invoices shall be delivered to the address as supplied by the Library. The following information shall appear on each invoice:

Library bill-to address
Library ship-to address
Account number
Library purchase order number
Number of copies
Title
Author/creator
Identification number
List price per title
Discount price per title
Net price per title
Total cost.

Returns/Credits

Vendor shall accept returns and supply credit memo forms that can be completed by the Library without prior vendor authorization.

Deliver of Orders

Please indicate the number of days delivery can be expected after an order is placed.

Shipping

Vendor shall ship materials free of charge via UPS or comparable freight line.

SECTION V. EVALUATION CRITERIA

AWARDING OF CONTRACT

Selection shall be made of one or more vendors deemed to be fully qualified and best suited among those submitting bids on the basis of the following criteria:

- vendor's ability to perform the requirements of the contract; 40 %
- vendor's experience in providing services required; 20%
- price of services. 40%

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Request For Proposal: For Lending Materials Contract
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CONTRACT REQUIREMENTS

Experience and Overview of BWI's Products & Services:

BWI is a full-service children's, young adult and adult book and audiovisual vendor whose sole purpose is to provide the highest quality products, value-added services, and personal assistance to public libraries. Unlike other companies, our only focus is public libraries, which means we are uniquely qualified to meet your proposal requirements.

We are pleased to be able to offer the Louisville Free Public Library quick and easy access to all the products your patrons want, including

- Children's, young adult, adult, and reference books in all available bindings from every possible publisher and imprint.
- A complete selection of graphic novel and anime titles.
- FollettBoundsm Platinum books, which are prebound according to strict standards and come with our unconditional binding guarantee.
- Any and all types of music from rap, rock, country, classical, reggae, hip-hop, and more.
- A wide range of DVDs featuring movies, TV series, children's videos, and more.
- Several different audiobook formats such as CDs, MP3-CDs, and Playaways[®].
- Video games and other types of software.

As a BWI customer, you will enjoy unlimited access to our website, www.titlectales.com, where you will find the professional level of collection development and acquisition support you require.

- You will find quick and easy access to books and audiovisual materials from both large and small publishers and producers.
- You will stay on top of upcoming releases of books, movies, and music with our New Release Calendar.
- You will manage your standing order plans online confidently knowing that each plan is updated regularly for new, high-interest titles.
- You will refer to our timely, topical lists created by BWI's staff of Collection Development librarians. And, you will appreciate your ability to seamlessly convert these lists to orders.
- You will take advantage of full-text reviews from Booklist, Library Journal, School Library Journal, Publisher's Weekly, Criticas, Horn Book, Video Librarian, AudioFile, VOYA, and Kirkus.
- You will also have the option of downloading brief MARC records at no charge or we can arrange for you to have the ability to download full MARC records.

In addition, you will come to rely on our extensive collection of value-added, Legendary Library Services that are outlined below.

- **Project management** – Your major projects call for a team of experienced professionals. No matter whether you're creating a customized opening day collection or

expanding your library collection, we will work with you every step of the way to ensure you have all the materials exactly the way you want them right when you need them.

- **Focused bibliographies** – Your selection and acquisitions processes are simplified when you rely on the wide variety of bibliographies we have available. Extensively researched, these bibliographies are created by our MLS degreed librarians, who combine personal knowledge and professional expertise with other industry reference sources and reviews to create useful bibliographies. Looking for a customized bibliography? No problem. Our professional collection development librarians will work closely with you to develop one that meets your library's specific needs.
- **Customized cataloging** – The more exact your specifications, the more you will appreciate our dedicated MLS-degreed catalogers. We will work closely with your technical services department to provide professionally enhanced MARC records for your library system.
- **Individualized processing** – You can count on the full range of processing options we offer. Our processing professionals provide you with industry-best practices from simple label applications to complete shelf-ready products.
- **Personalized ordering processes** – Whether you choose to order through our website, TitleTales, or to use EDI through your acquisitions system, you need an efficient ordering system; and we can accommodate any type of ordering you need. Plus, we provide you with order status and cancellation reports on a weekly and monthly basis.

With BWI's standing order and notification plans you can rely on our team of experienced, professional collection development librarians to help you maintain a collection that fits the needs of your patrons while streamlining and enhancing your selection process. Each of our plans has a specific focus, which makes it easy to find the ones that are right for you. You may choose to have us send you an automatic shipment or a simple notification for each plan.

- **Children's & Young Adult Series** – You won't miss a single title in a wide range of series covering fiction, nonfiction, easy readers, chapter books, graphic novels, 8x8s, and DVDs.
- **Awards & Best Books Plan** – You choose the state or national awards you consider exceptional and BWI does the rest.
- **EliteStreet** – EliteStreet is the best way for your library to get best-selling authors' new hardcover books at the same time they arrive at bookstores.
- **Billboard** – Our A/V Specialists will send you the best-selling titles straight from the Billboard charts.
- **Music Artist Standing Order Plan** – Our Music Artist Standing Order Plan monitors the best-selling and award-winning artists from across the globe.
- **Travel Plan** – With our Travel Plan, you'll avoid the complexity of having to manually track your travel series. This plan includes all the top travel guide names you expect and ensures that you have the most current and appropriate travel collection for your patrons.
- **Gale Plan** – When you enroll in our Gale Plan, you'll have a convenient way to acquire the high-quality Gale reference titles your patrons want.

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- **Selection, Notification & Acquisition Plan (SNAP)** – If you're looking for one plan that lets you choose from a wide range of materials, then SNAP is the choice for you. SNAP includes titles from over 500 publishers and imprints, all the best-selling authors and illustrators, and those titles reviewed by the most important review sources.
- **StreetWise** – StreetWise is a twice-monthly notification program that alerts you to the hot new music and DVD releases and enables you to receive them by national release date.

References:

BWI is pleased to provide the Louisville Free Public Library with the following references.

1. Atlanta-Fulton Public Library
1 Margaret Mitchell Square
Atlanta, GA 30303
Lucelia Flood-Partridge
Collection Development Manager
404-730-1812
2. Cleveland Public Library
325 Superior Avenue
Cleveland, OH 44114
Roland Welsh
Collection Development Manager
216-623-2906
3. Washington, DC, Public Library
901 6th Street Northwest
Washington, DC 20001
Elissa Miller
Interim Director, Collections
202-727-3268
4. Medina District Library
210 South Broadway
Medina, OH 44256
Debbie Ensor
Support Services
330-722-6235

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BWI Personnel and Services:

BWI's Management Team is well-qualified to handle all the services necessary to manage an account as large as that of the Louisville Free Public Library. BWI will provide the Louisville Free Public Library with a dedicated Customer Care Consultant to handle phone orders, special orders, deliveries, claims, invoices, credits, cancellations and rush orders. BWI will respond within 24 hours if a message is left or an email is sent. The Library's current contact is noted below.

- Lisa Olson, Customer Care Consultant
 - lolson@bwibooks.com
 - 800.888.4478, ext. 6378
 - 800.888.6319 (FAX)

BWI will also provide the Louisville Free Public Library with a dedicated Customer Specifications Coordinator who will work with the Library on all processing and cataloging specifications, special projects such as building special and or new lending collections and providing supplementary services such as cataloging and processing of lending materials. This contact will also be available to respond to problems with vendor-supplied processing. BWI will respond within 24 hours if a message is left or an email is sent. The Library's current contact is noted below.

- Kyle Bachman-Johnson
 - kbachman-johnson@bwibooks.com
 - 800.888.4478 ext. 6481
 - 800.888.6319 (FAX)

The contact information for key members of our management team is provided below.

- Pamela Smith, Senior Vice President
 - Pamela.smith@bwibooks.com
 - 800.888.4478, ext. 3641
 - 800.888.6319 (FAX)
- Todd Litzsinger, Senior Vice President
 - Todd.litzsinger@bwibooks.com
 - 800.888.4478, ext. 3349
 - 800.888.6319 (FAX)
- John Hayes, Vice President of National Sales
 - jhayes@bwibooks.com
 - 800.888.4478, ext. 6222
 - 800.888.6319 (FAX)
- Craig Seeger, Director of National Sales
 - cseeger@bwibooks.com
 - 800.888.4478, ext. 6307
 - 800.888.6319 (FAX)

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- Eileen Armour, Manager of Sales Development
 - earmour@bwibooks.com
 - 800.888.4478, ext. 6315
 - 800.888.6319 (FAX)
- Marie Robertson, Regional Account Manager
 - mrobertson@bwibooks.com
 - 800.888.4478
 - 800.888.6319 (FAX)
- Heidi Brabaw, Senior Manager of Customer Service & Customer Account Specifications
 - hbrabaw@bwibooks.com
 - 800.888.4478, ext. 6380
 - 800.888.6319 (FAX)

Inventory:

BWI only has one location. Our State of the Art Distribution Center is located in McHenry, Illinois. Our 470,000 square foot facility with approx 370,000 square feet of that being operational warehouse space, holds 150,000+ audiovisual units and 4,750,000+ book units at any given time. Please note our inventory changes hourly. Approximate inventory numbers broken down by format are as follows:

Adult educational, instructional, and/or entertainment DVD's:

Total # of titles (in stock): 10,830

Total Quantity (in stock): 34,963

Children's and teen's educational, instructional, and/or entertainment DVD's:

Total # of titles (in stock): 5,891

Total Quantity (in stock): 29,351

Adult audio-books on CD:

Total # of titles (in stock): 1,674

Total Quantity (in stock): 3,864

Children's and teen's audio-books on CD:

Total # of titles (in stock): 2,070

Total Quantity (in stock): 9,867

Adult music on CD:

Total # of titles (in stock): 9,110

Total Quantity (in stock): 43,329

Children's music on CD:

Total # of titles (in stock): 1,402

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Total Quantity (in stock): 6,946

Please note that the above numbers represent our "in stock" inventory as of **September 2, 2008**.
However, BWI can provide the Library with any title that is currently available through normal trade channels.

Adult Books:

Trade-Hardcover

Total # of titles (in stock): 28,984
Total Quantity (in stock): 228,122

Paper/Mass Market

Total # of titles (in stock): 39,638
Total Quantity (in stock): 152,471

Graphic Novels

Total # of titles (in stock): 3,721
Total Quantity (in stock): 37,270

Text, Technical, Reference, Small Press

Total # of titles (in stock): 34,910
Total Quantity (in stock): 98,878

University Press Trade

Total # of titles (in stock): 15,736
Total Quantity (in stock): 31,822

Large Print Books-Hardcover

Total # of titles (in stock): 2,134
Total Quantity (in stock): 3,822

Large Print Books-Paper

Total # of titles (in stock): 1,543
Total Quantity (in stock): 4,412

Juvenile and Young Adult Books:

Trade-Hardcover

Total # of titles (in stock): 49,353
Total Quantity (in stock): 388,425

Library Binding

Total # of titles (in stock): 46,473
Total Quantity (in stock): 756,703

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Reinforced Binding

Total # of titles (in stock): 1,401
Total Quantity (in stock): 25,498

Paper/Mass Market

Total # of titles (in stock): 67,491
Total Quantity (in stock): 259,612

Juvenile Book and Tape/CD Kits

Total # of titles (in stock): 3,754
Total Quantity (in stock): 7,244

Board Books

Total # of titles (in stock): 2,269
Total Quantity (in stock): 23,548

Novelty Books

Total # of titles (in stock): 1,331
Total Quantity (in stock): 7,401

Big Books

Total # of titles (in stock): 308
Total Quantity (in stock): 6,866

FollettBound

Children > Adult
Total # of titles (in stock): 34,765
Total Quantity (in stock): 2,352,164

TitleTales is BWI's web-based electronic title database and features the largest selection of currently available children's, young adult and adult books and audiovisual titles found anywhere. TitleTales will allow the Library to create selection lists per unique parameters, place orders via the Internet, or import MARC information into your automation system to create order records. BWI provides our customers with access to our web site at no additional charge. You may access TitleTales through the BWI web site: www.titletales.com, 24 hours per day, 7 days per week. Although, registration is required in order to utilize TitleTales, we do not limit the number of passwords available to your Library. TitleTales features include:

- Per title grid allocation for multiple selectors, branches (or agencies) with fund and/or collection codes. This feature also allows one-click title allocation to user-defined agency groupings.
- Instant access to over 640,000 children and young adult titles.
- Instant access to over 40,000 graphic novel titles.
- Instant access to over 4,000,000 adult titles.
- Over 1000 Playaway titles.

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- Instant access to over 1,000,000 audiovisual items in all formats including videos, DVDs, music and audiobooks.
- Simple and advanced collection development searches.
- Enhanced bibliographic information.
- Instant access to BWI's core bibliographies prepared by BWI's MLS degreed children's and young adult specialists, and adult specialists.
- Order and list management options.
- Unlimited list capacity, exceptional flexibility and de-duping ability.
- Advance (pre-pub) notice of upcoming titles.
- Electronic acquisitions with order history.
- FREE full text media reviews from AudioFile, Booklist, Kirkus, Horn Book, Library Journal, Video Librarian, School Library Journal, VOYA, Science Books and Films, Criticas, and Publishers Weekly.
- FREE brief MARC record download capability.
- Full MARC record download availability.
- Online access to Children's and Young Adult Standing Order Plans.
- Online access to Children's Video Standing Order Plan.
- Online management of juvenile plans (book and video) which includes the capability to add or delete series, update quantities, view and/or print Plan summaries and cost estimates, and budget management.
- Online access to advance notification for our collection development plans.
- Selection list(s) download capability.
- Share lists capability.
- Preview full-color book covers for over 583,000 titles.
- Preview full-color A/V covers for over 647,000 titles.
- Over 473,000 titles with OCLC MARC.
- Any media item in print that is available to a vendor is available for ordering.
- PACheck: the ability to check your OPAC to see if you already hold the title in your collection.

TitleTales is an interactive ordering system and can be used to search titles by any combination of the following criteria:

- Title
- Author/Artist
- Subject
- Series
- ISBN
- Vendor catalog number
- UPC
- Key Word
- Exact Title

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- Illustrator
- Publisher/Vendor
- BWI's Core Bibliographies
- State Awards Lists
- Awards and Best Books Lists
- Special Topics
- Your Lists
- Interest Levels
- Date Published/Released
- Bindings/Format
- Number of Reviews
- Review Sources
- Review Dates
- Languages
- Classifications
- List Price
- Number of Pages
- Dewey Range
- Popular Song Title
- Classical Music Composer
- Classical Music Title
- Classical Music Form/Genre
- Classical Music Period
- Ability to include out-of-print titles

After creating a list on TitleTales, you can do the following:

- Edit your newly created list.
- Add primary and or secondary title specific notes.
- Copy lists to other subsidiary accounts throughout your library system.
- Send lists to TitleTales Users outside of your library system.
- Delete any list that you have created.
- Restore Deleted lists for up to 30 days.
- Merge several lists together into an existing list or into a newly created list.
- Create a "shared list" with due date capability.
- View list for printing.
- Choose your sort preference for printing (Title, Author, Dewey, Date Published, or Secondary Notes Field).
- Choose your viewing preference (with or without annotations and the option to include Agency/Fund information).

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- Print List, which includes a summary of the total titles ordered, total quantity ordered, total list price, total discount price, and your list notes.
- If using BWI Grid functionality, you can print lists including totals per agency, per fund code and overall totals.
- Send your list to the Order Cart.
- Update your user information (you can change your password, set the notes field to long or short columns, add a secondary notes field, change the number of titles to display per page, enable the branch data field, create a default agency ID, change your download type to Regular or Innovative formatted records which will create bib and order records if loaded into the Innovative Interfaces system (your library must have a compatible loader table), search for children's, adult, or both categories, include or exclude audiovisual titles, etc.).
- Archive your list.
- Download your list as text.

After creating an order on TitleTales you can do the following:

- Send your order to the Order Cart.
- Empty the Order Cart.
- Check for duplicate titles.
- Submit your order.
- Request a Cost Estimate.
- View your order for printing.
- View your order history.
- Select a FREE brief MARC record with download capability, or save separately to a disk or as a separate file.
- Select a full MARC download with download availability or saved separately to a disk or as a separate file.
- Download customized MARC records.
- Review your MARC download history.
- Convert the order back into a list that can be saved for future reference.
- Choose your sort preference for printing a list (Title, Author, or Dewey).
- Choose the list format to include annotations or exclude annotations.
- Print List, which includes a summary of the total titles ordered, total quantity ordered, and the total list price for the order.

BWI will provide the Library with any title that is currently available from the thousands of producers and publishers, BWI currently represents. If a librarian does not find a specific title on TitleTales, this title can be added to a list manually and BWI will provide that title to the Library, as long as it is available from the publisher/producer.

TitleTales provides the status of titles that are out of print, titles that are publisher out of stock, and titles that need to be ordered directly from the publisher. PACheck makes it possible to instantly cross-check

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your library's holdings on TitleTales. Now, when you're searching titles and creating lists on TitleTales, you don't have to keep bouncing back and forth between your library's holdings and our website to see whether you already own a particular item-you can simply use this quick and easy feature. Once activated, every listing in our system will have the familiar blue and white public library icon attached to it. Clicking on the icon will pop up a screen that instantly accesses your library's OPAC and provides information on whether you own that item already. This feature will save you time and money.

BWI has two basic levels of TitleTales accounts. There is the main account, which is the administrative account and a subsidiary account. The administrative account controls and limits the ordering capability. Both accounts will be identical and have the same searching and list creating ability. The administrative account also can view all of the subsidiary accounts lists. They can all be linked to cross reference duplicate titles, too.

All questions regarding TitleTales can be answered by our TitleTales Specialists who are available from 7:00 a.m. to 5:00 p.m. CST.

Types of Materials to Be Supplied:

AUDIOVISUAL MATERIALS

BWI is able to supply all of the adult and juvenile media as described in this Request for Proposal. BWI is providing the following discounts for the Louisville Free Public Library for The Request for Proposal Number 1713 for Media Purchases:

Adult Educational, Instructional, &/OR Entertainment DVDs:	<u>28%</u>
Children's and Teen's Educational, Instructional, &/Or Entertainment DVDs:	<u>28%</u>
Adult Audio-Books on CD:	<u>28%</u>
Children's and Teen's Audio-Books on CD:	<u>28%</u>
Adult Music on CD:	<u>28%</u>
Children's Music on CD:	<u>28%</u>

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PRINT MATERIALS

BWI's philosophy is to maintain competitive and consistent discounts. This philosophy often results in lower overall pricing from BWI – which means more books for your collection! Our discounts are consistent by publisher and binding type. Our binding types are taken directly from publisher catalogs and are easy to understand.

Discounts provided by BWI are as follows:

Adult Books:

Trade-Hardcover	- \$24.99 and below	40%
	- \$25.00 and above	42%
Paper/Mass Market	- \$10.00 and below	35%
	- \$10.01 to \$24.99	40%
	- \$25.00 and above	42%
Graphic Novels		15-42%
Text, Technical, Reference, Small Press		0-15%
University Press Trade		0-15%
Large Print Books-Hardcover		0-42%
Large Print Books-Paper		0-42%

Juvenile and Young Adult Books:

Trade-Hardcover	- \$24.99 and below	40%
	- \$25.00 and above	42%
Library Binding		15%
Reinforced Binding		20%
Paper/Mass Market	- \$10.00 and below	35%
	- \$10.01 to \$24.99	40%
	- \$25.00 and above	42%
Juvenile Book and Tape/CD Kits		25%
Board Books		35%
Novelty Books		15%
Big Books		15%

Other

eBooks	net
BeeWee Bound	net

Additional Information:

Small presses	*0-15%
Net discounts	*0%

*Please note that Small Presses, Producers, and other short discounted items will be provided at a 0-15% discount. On a consistent basis, less than 1/2 of 1% of items that BWI provides, require a service fee. This fee is only applied when BWI is extended little or no discount from the publisher. Should the Library purchase items that require the special acquisition cost, these titles will incur a Special Acquisitions Cost of \$5.95 (1 copy), \$8.95 (2 copies), or \$10.95 (3 or more copies) per title. Discounts for World Language publications available through normal domestic trade channels are the same as the normal discounts. World Language publications published outside the United States and not available through normal domestic trade channels are priced at net.

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****SPECIAL DISCOUNT OFFER****

BWI will provide the following discounts on print materials if annual sales volume exceeds \$500,000:

Trade-Hardcover	<u>43%</u>
Library Binding	<u>18%</u>

Vendor-Supplied Processing:

Processing Services

Whether you choose to require your books and materials to be shelf-ready, or you just need the components to process new materials at your library, BWI offers a full range of processing options. These include (but are not limited to) Mylar jackets, spine labels, 3M theft detection devices, barcode application, audiovisual packaging, and RFID (Radio Frequency Identification) Tags.

Audiovisual Digital Processing

BWI is proud to offer Audiovisual Digital Processing (AV/DP) as a solution for physical processing of DVD, VHS, audiobook and music CD materials. AV/DP combines the original retail box artwork and custom labels, such as the Library's logo, property stamps, hours of operation, library branch specific markings, and other custom messaging. This is all done digitally rather than actually placing adhesive labels on the product or case. AV/DP can interface with BWI's bibliographic database to include custom spine labels, branch and barcode information. Standard and Customized AV/DP options are available.

Cataloging Services

BWI's MARC records are professionally enhanced. We will provide the Library with machine-readable (MARC) bibliographic records for all the titles we supply and make them available to you via e-mail, FTP or TitleTales. In addition, we can work directly in your system with your bibliographic records. Our MLS-degreed staff customizes your cataloging precisely to your specifications.

BWI conforms to current cataloging standards and uses the following cataloging tools:

- Anglo American Cataloging Rules, 2nd ed. 2002 rev., and all updates
- Library of Congress Rule Interpretations
- Library of Congress Subject Headings
- Library of Congress Authority files
- Dewey Decimal Classification 22nd edition
- Library of Congress call numbers as requested

BWI's professional catalogers use Library of Congress MARC records and manually match them to item in-hand when records exist. Original MARC records are created when one does not exist.

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BWI and the Library's Cataloging Department will establish matching criteria for MARC records when BWI is linking directly into the libraries ILS. Generally 5 fields are used. Those fields are as follows:

- ISBN
- Author / Title
- Publisher
- Copyright Date
- Edition

OCLC & PromptCat

BWI recognizes that sometimes a library system requires OCLC records. BWI can provide the Library with OCLC bibliographic records, through a combination of PromptCat MARC record delivery and a Third Party Vendor Agreement. The Third Party Vendor Agreement allows BWI to log into OCLC's database under the Library's login and password in order to search, edit and download records. In addition, BWI will add the Library's holdings to OCLC's WorldCat database, through a combination of PromptCat MARC record delivery and a Third Party Vendor Agreement.

MARC Record Services

Type: Brief

Description: Used as an acquisitions placeholder in library's local system. Standard fields are: Control number, ISBN, Dewey, Author, Title, Publisher, Pub. Date. Additional fields can be added to improve acquisitions: 049 with source code, 09X ON Order, price in a specific place, 9XX tags for fund, collection, and location codes.

Pricing: no charge

Delivery: TitleTales download (NO CHARGE)

Type: Rapid Response - Books only

Description: Best available record at the time the library's order is shipped. No custom editing. Mix of full and brief records is available as part of this service but library must advise BWI of what they want (full only or mix) so that we may program accordingly.

Pricing: \$.25 per record

Delivery: TitleTales download (NO CHARGE)

Type: Rapid Response - Audiovisual Only

Description: Best available audiovisual records at the time your order is shipped. Includes audiobooks, music CD, DVD and VHS. Library can elect to include a mixed combination of BWI's Complete Full and Brief MARC records.

Pricing: \$.49 per record

Delivery: TitleTales download (NO CHARGE)

Type: Customized Full

Description: Record created according to library specifications overseen by professional MLS-degreed librarians. Conforms to accepted cataloging practices and always meets industry standards.

Pricing: Based on library specifications

Delivery: TitleTales download (NO CHARGE)

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Delivery: FTP (NO CHARGE)
Delivery: email attachment Free
Delivery: Online access to customer OPAC, pricing varies

Audiovisual MARC Records

- Brief unedited MARC record downloaded from TitleTales - (NO CHARGE)
- Unedited MARC record downloaded from TitleTales - \$.49 per title
- Full unedited container level MARC record - \$ 2.49 per title
- Full unedited MARC record - \$ 4.95 per title
- Full customized MARC record – from \$5.95 (depending on library specifications)
- Linking to 949 field - \$0.20 per item
- Delivery methods for Audiovisual MARC records: Electronic, FTP and email formats - (NO CHARGE)

Book MARC records

- Brief unedited MARC record downloaded from — - (NO CHARGE)
- Unedited MARC record downloaded from TitleTales - \$.25 per title
- Full unedited MARC record - \$ 0.99 per title
- Full customized MARC record – from \$1.99 (depending on library specifications)
- Linking to 949 field - \$0.20 per item
- Delivery methods for MARC records: Electronic, FTP and email formats- - (NO CHARGE)

WorldCat Cataloging Partners & BWI Information

The OCLC PromptCat service and Cataloging Partners program have been combined and reborn as WorldCat Cataloging Partners. WorldCat Cataloging Partners has three levels of service.

Basic Service – Automated Copy Cataloging

- WorldCat Cataloging Partners delivers records that already exist in WorldCat, based on information provided about titles purchased from Book Wholesalers. In July, the match rate was 96.1 percent for BWI libraries, so for every 100 titles ordered, WorldCat Cataloging Partners delivered 96 records.
- This includes any automated functionality that you knew previously as PromptCat, such as adding barcodes and acquisitions data (invoice number, invoice date, price, etc.) to records. It also includes an electronic label file of spine and pocket labels.

100% Record Delivery

- The 100% record delivery option offers a guarantee of a record for every title, with an LC or Dewey call number and at least one subject heading for all non-fiction titles. The automated cataloging processes will identify titles that need more information, and the BWI catalogers will complete the records in WorldCat before they are delivered.

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- For OCLC members, the 100% option is available to the library for an additional fee of 10% of their OCLC Cataloging Subscription price. It will be custom quoted for each library, and will be prorated to coincide with the OCLC Fiscal year (July-June).

Customized Record Delivery

- The customized record delivery option provides 100% record delivery and offers additional customized local editing that can't be done through automated processes. For OCLC members, the customized record delivery option is available to the library for an additional fee of 20% of their OCLC Cataloging Subscription price. It will be prorated to coincide with the OCLC Fiscal year (July-June).

Multiple Account Numbers:

BWI will accept multiple account numbers for the Library and will invoice each account number separately.

Placement of Orders:

BWI operates from a state-of-the-art distribution center in McHenry, Illinois. This allows us to offer the Louisville Free Public Library the best possible fill rates, turn-around times, and order accuracy. BWI can accept multiple purchase orders (with multiple titles) on a daily or weekly basis. We can accept orders on separate accounts with varying "Bill to" and/or "Ship to" addresses. BWI understands this flexibility will enable the Library to identify orders for priority handling. We are set up to seamlessly receive orders electronically.

The Library will be able to access TitleTales directly from the Polaris system. BWI supports the EDI X12 version 4010 standard compatible with the Polaris system for electronic ordering, receiving and invoicing at no charge.

This is how BWI interfaces electronically with Polaris:

1. The library can download brief or full MARC records from TitleTales. We can customize their download and add the Polaris 970 tag, which holds their distribution information.
2. They can import the MARC records into Polaris which automatically creates a purchase order.
3. They may then send the order to us electronically. Polaris uses the X12 format to send / receive electronic documents.
4. We send back an electronic X12 acknowledgement within 30 minutes of receiving their order(s). If the library is using version 3.2 or higher, we can also provide them with electronic invoices. Electronic invoices become available on the evening that Shipping sends the library's order out our back door.

BWI will accept orders from the Library via phone, fax, mail, TitleTales, electronic orders, typed lists, order slips, and generally in any form. Immediate confirmation is available indicating status of each item in the form of a Purchase Order Acknowledgement.

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BWI will provide the following modes of communication to the Library:

- BWI website: www.titletales.com
- BWI Regional Account Manager, Marie Robertson
- Company-wide e-mail
- Company-wide voice mail
- FTP
- TELNET
- Toll-free phone number 800-888-4478
- Toll-free Fax number 800-888-6319

Our Computer Services Department is highly skilled and dedicated to finding the best method possible for your electronic ordering needs.

Status/Cancellation Reports:

BWI will provide the Library with the reports detailed below.

Purchase Order Acknowledgment – BWI can provide a Purchase Order Acknowledgment that will inform the Library about the titles that have been placed on order. The Purchase Order Acknowledgment can be delivered as text, e-mail or as HTML formatted e-mail. TitleTales delivery options include a text delimited file (similar to "Download as Text" in Your Lists), and view and print (similar to "View Order" in Order Cart > View Order History). We can also fax or mail your Purchase Order Acknowledgment within 24 hours of receiving the order.

Cancellation Report – BWI will provide a list of titles that have been canceled in accordance with Library's cancellation policy and their current status. This report will be sent monthly and is also available on our website (www.titletales.com).

Backorder Status Report – BWI will provide the Library with a listing of titles that remain on order and their status. This report will be sent monthly and is also available on our website (www.titletales.com).

Invoices:

Invoices and/or packing slips will be sent with each shipment. The invoice will be arranged alphabetically by title and will include the library purchase order number. One copy of the invoice shall be delivered to the address as supplied by the Library. The box containing the packing slip and/or invoices will be clearly marked.

Invoices are routinely included with all shipments, but can be mailed separately, per the Library's request. BWI's cataloging and processing charges appear as separate line items at the bottom of each invoice. BWI will also place the charges for cataloging and processing on a separate invoice if you prefer. Invoices produced by BWI can be sorted alphabetically by title or by author. BWI's invoices contain the following information:

- Invoice Number

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- Invoice Date
- Sold to Address
- Ship to Address
- Customer Number
- Library Purchase Order Number
- Terms (**Net 30 Days**)
- ISBN
- Title
- Author
- Publisher
- Purchase Order Number
- Quantity Ordered
- Quantity Shipped
- List Price
- Discount Percentage
- Unit Net Price
- Net Price
- Fuel Surcharge
- Total Number of Books Shipped
- Subtotal Total Amount Due

Returns/Credits:

The Return Policy for BWI is 90 days, from the date of the Invoice. BWI does not charge for restocking, or returns due to damaged or incorrectly processed books. BWI will guarantee all items, whether processed or not against defects in materials. If a defect is to be found and it is not caused by misuse, BWI will replace the item free of charge to the Library. BWI pays the shipment costs for damaged, defective, or incorrectly shipped materials to be returned. BWI recognizes that the Library will return for replacement or credit damaged or defective items even if they have been marked, stamped, or otherwise processed by the Library. BWI is aware that audiovisual product defects are not detected until the first time they are used by a patron. Should the Library receive a shipment with damaged materials or materials not the same as those ordered, BWI can issue credit memos, internal credits, or no charge replacements.

Return procedures are:

1. Report any problems or discrepancies within 90 days of invoice date to our Customer Service Department at 800.888.4478 ext. 6610.
2. Send a copy of the invoice with problem titles highlighted (or a copy of the front and back of invoice with problem titles highlighted) along with returned items.
3. Indicate how you wish your return to be handled.
4. Send returns to:
Attn. Returns Department, BWI, 1340 Ridgeview Dr., McHenry, IL 60050

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Delivery of Orders:

NON-PROCESSED / NON CATALOGED ITEMS:

5-10 Days

PROCESSED ONLY ITEMS

10-15 Days

PROCESSED AND CATALOGED ITEMS

15-20 Days

Shipping:

BWI is pleased to offer the Louisville Free Public Library free shipping and carrying charges. BWI ships all materials via the most cost-efficient ground carrier from one warehouse. All shipments are made from:

BWI
1340 Ridgeview Drive
McHenry, Illinois 60050

Shipments from BWI are carefully arranged and packaged with recycled white newsprint and properly sealed to exceed recommendations and requirements of the U.S. Postal Service to ensure their arrival in excellent condition.

BWI will deliver all materials to the address as supplied by the Library Mondays through Fridays, excluding legal holidays.

All your shipments will be checked before they leave our warehouse to ensure their accuracy.

STANDARD TEXT

Affirmative Action Plan:

Please find attached the most recently filed EEO-1 report for BWI.

Subcontractors:

As a wholesaler of children's and young adult books, adult books, and audiovisual materials, BWI has approximately 50,000 publishers/producers available as resources from which to purchase books and non-print media.

BWI's procurement practices are based upon the specific needs of our public library customers.

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Although many of our publishers may be Minority/Women Business Enterprises, BWI acquires copyright protected materials from specific publishers as dictated by the fluctuating demands of our customers.

BWI's in-house team of professionals and staff provides the necessary cataloging, processing, and distribution of materials for our public library customers.

BWI does not subcontract our work to outside enterprises or contractors.

For this reason, BWI will not be utilizing the services of any subcontractor including Minority/Women Business Enterprises (M/WBE), for this Request for Proposal, number 1081, for price proposals for professional service contract for books.

Request for Taxpayer
Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return) Book Wholesalers Inc.	
Business name, if different from above BWI	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 1340 Ridgeview Drive	Requester's name and address (optional)
City, state, and ZIP code McHenry, IL 60050	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.


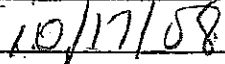
Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person 	Date 
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-8(a) and 7(e) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CO= 4042482
U= 4042482

EQUAL EMPLOYMENT OPPORTUNITY
2007 EMPLOYER INFORMATION REPORT
CONSOLIDATED REPORT - TYPE 2

SECTION B - COMPANY IDENTIFICATION

1.FOLLETT CORPORATION
2233 WEST STREET
RIVER GROVE, IL 60171

2.a.FOLLETT CORPORATION
2233 WEST STREET
RIVER GROVE, IL 60171

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-Y DUNS NO.:

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 451211 Book Stores

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO												OVERALL TOTALS
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	64	57	768	81	0	11	2	0	925	136	0	15	4	0	2063
FIRST/MID OFFICIALS & MGRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PROFESSIONALS	15	11	238	9	0	23	1	0	247	24	0	26	0	0	594
TECHNICIANS	6	3	108	13	0	17	0	0	29	3	0	12	0	0	191
SALES WORKERS	102	225	1355	148	0	66	5	0	2433	483	0	99	11	0	4927
ADMINISTRATIVE SUPPORT	407	742	1982	792	0	246	24	0	4250	1853	0	326	36	0	10658
CRAFT WORKERS	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
OPERATIVES	8	17	66	1	0	0	0	0	239	1	0	2	0	0	334
LABORERS & HELPERS	61	64	155	57	0	38	2	0	117	48	0	9	0	0	551
SERVICE WORKERS	0	0	3	0	0	1	0	0	0	0	0	0	0	0	4
TOTAL	663	1119	4676	1101	0	402	34	0	8240	2548	0	489	51	0	19323
PREVIOUS REPORT TOTAL															20178

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 09/01/2007 THRU 09/01/2007
CERTIFICATION

CERTIFYING OFFICIAL: MARYFAITH GREENHALGH
EEO-1 REPORT CONTACT PERSON: MARYFAITH GREENHALGH
EMAIL: MGREENHALGH@FOLLETT.COM

TITLE: DIRECTOR OF HUMAN RESOURCES
TITLE: DIRECTOR OF HUMAN RESOURCES
TELEPHONE NO: 7084372317

ACORD CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE
03/26/2008

PRODUCER

877-945-7378

Willis North America, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 372305191

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Book Wholesalers, Inc.
1340 Ridgeview Drive
McHenry, IL 60050

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: Zurich American Insurance Company

16535-004

INSURER B: Zurich American Insurance Company

16535-002

INSURER C: XL Insurance America, Inc.

24554-000

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GL08374383-11	4/1/2008	4/1/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP8374426-11	4/1/2008	4/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
C	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	US00010828LI08A	4/1/2008	4/1/2009	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 5919220 02 (ID)	4/1/2008	4/1/2009	<input checked="" type="checkbox"/> WC STATL TORY LIMITS <input type="checkbox"/> OTH ER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	WC837442411 (AOS)	4/1/2008	4/1/2009	E.L. EACH ACCIDENT \$ 1,000,000
B	If yes, describe under SPECIAL PROVISIONS below	WC837442511 RETRO	4/1/2008	4/1/2009	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

THIS VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 3/25/2008 WITH ID: 10426723

CERTIFICATE HOLDER

Book Wholesalers, Inc.
Attn: Brandy Baker
1340 Ridgeview Drive
McHenry, IL 60050

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

Coll:2302558 Tpl:751921 Cert:10437265

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